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ABSTRACT

The collective bargaining agreement between Temple University of the Commonwealth System of Higher Education and the Temple University chapter of the American Association of University Professors (AAUP) covering the period July 1, 1986-June 30, 1988 is presented. Items covered in the agreement include: AAUP recognition; no discrimination; affirmative action; rights of the university and the union; dues deduction; grievance and arbitration procedures; no strikes/lockouts clause; faculty promotion; tenure; faculty termination; department heads; appointment, promotion, and termination of librarians and academic professionals; workload; teacher salaries; compensation for summer semester and third academic semester; compensation for overload teaching; faculty merit awards; compensation for department heads; health and life insurance; pension; liability protection; early retirement; leaves of absence; vacation policy for academic professionals; study leaves; research awards; and personnel files. (SW)

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AGREEMENT

between

TEMPLE UNIVERSITY
of the Commonwealth System of Higher Education

and the

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS
Temple Chapter

July 1, 1986 - June 30, 1988

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PREAMBLE

Temple and the AAUP endorse the following:

The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional pressures and controls; but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE 1

RECOGNITION

Temple recognizes AAUP, pursuant to the final certification of the Pennsylvania Labor Relations Board of July 5, 1973 in Case Nos. PERA-R-1123-E; PERA-R-1137-E, as the exclusive collective bargaining representative of the employees of Temple University in the unit described below for the purpose of negotiating with respect to wages, hours, and other terms and conditions of employment:

> All full time faculty, including Department Chairpersons, employed at Temple University, full time professional librarians on the Paley Library budget or in other colleges and schools included in the bargaining unit, and non-faculty academic professionals as defined in Article 16. Excluded from the bargaining unit are Deans, Associate Deans, Assistant Deans, members of the faculty, librarians and support professionals serving outside the continental United States, the Medical School, Law School, Dental School and Hospital of Temple University, and all other non-faculty and professional employees, including teaching associates and graduate assistants, Computer Activity personnel and management, supervisors, and first-level supervisors and confidential employees as defined in Act 195.

ARTICLE 2

DEFINITIONS

1. University: The Temple University of the Commonwealth System of Higher Education.

2. Temple: The Board of Trustees, President, Vice Presidents, Deans, and such other supervisors and managerial personnel as defined in the Public Employee Relations Act 195. It shall not include department Chairpersons.

3. Board of Trustees: The Board of Trustees of Temple University of the Commonwealth System of Higher Education.

4. President: The President of Temple University of the Commonwealth System of Higher Education.

5. College or School: The terms are interchangeable and refer to the Colleges and Schools now included in the AAUP bargaining unit, namely:

College of Arts and Sciences
School of Business and Management
College of Education
College of Health, Physical Education, Recreation and Dance
School of Social Administration
College of Allied Health Professions
School of Pharmacy
Tyler School of Art
College of Music
School of Communications and Theater
College of Engineering, Computer Sciences, and Architecture

For purposes of this contract, the term college or school will also include the Departments of Horticulture and Landscape Design.

6. Dean: The chief executive officer of each College or School of Temple University.

7. AAUP: The Temple University Chapter of the American Association of University Professors.

8. Members of the Bargaining Unit: Faculty, librarians, and academic professionals represented by the AAUP for purposes of collective bargaining.

9. Department Chairperson: A faculty member who is the designated head of an academic department.

10. Faculty: All full time employees of Temple University who hold faculty rank (such as, but not limited to, Instructor, Assistant Professor, Associate Professor or Professor) in a school or college included in the bargaining unit.

11. Presidential Faculty: All faculty who are tenured or on a term appointment signed by the President.

12. Librarians: All full time professional librarians functioning primarily as librarians, on the Paley Library budget or in other colleges and schools included in the bargaining unit.

13. Academic Professionals: Full-time employees whose work is necessary or adjunct to the teaching of students or to research functions of the University.

14. Gender: The masculine, feminine, and neuter gender as used in this agreement import one another. The singular number, as used in this agreement, shall import the plural whenever applicable.

ARTICLE 3

NO DISCRIMINATION

Neither Temple nor the AAUP shall discriminate against or in favor of any employee because of race, color, creed, marital status, sexual orientation, national origin, political belief, political affiliation, sex, age, AAUP membership or non-membership. Neither party shall discriminate against a handicapped person who, with reasonable accomodation, can perform the essential functions of the job or activity in question.

ARTICLE 4

AFFIRMATIVE ACTION

Temple and the AAUP agree to cooperate in the implementation of the Affirmative Action Program.

ARTICLE 5

RIGHTS OF TEMPLE

A. All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in Temple.

B. The enumeration of certain rights and privileges of faculty members in this contract shall not be construed to deny or diminish the existing rights, privileges, and responsibilities of faculty members to participate directly in the formulation and recommendation of educational policy within the University and

its schools and colleges, as approved by Temple and its Board of Trustees.

ARTICLE 6

RIGHTS OF AAUP

A. The AAUP shall be entitled to the use of meeting rooms and other university facilities upon application to, and approval from the appropriate Temple authority on the same basis as granted to any group within Temple.

B. The AAUP shall have the right to post its official communications on approved bulletin boards in each Temple building, and the AAUP shall have the right to use at no cost the campus mail and mail boxes for distribution of its official communications.

C. Temple shall make available to the AAUP, upon reasonable notice, information and data concerning the wages, hours, and terms and conditions of employment of members of the bargaining unit including, but not limited to, the following:

1. Salary information for all members of the bargaining unit including name, annual salary, department, college, rank, date of promotion to present rank, date of tenure, date of first appointment, and mode of payment (fiscal 12, academic 10, academic 12). Such information shall be supplied at least annually on October 30 (based on the September payroll).

2. Fringe benefits information for members of the bargaining unit, including the numbers of members participating

in each fringe benefit and the total level of participation by members of the bargaining unit.

3. Temple shall provide an annual seniority list of bargaining unit members including position, date of hire, rank, date of tenure or regular appointment, and salary no later than November 1st of each academic year. The bargaining unit member shall notify Temple and AAUP in writing of any change in address.

D. Temple shall reproduce and provide 3,000 copies of this Agreement to the AAUP within 60 days following ratification of the Agreement. The cost of such reproduction shall be borne equally by the parties.

E. The AAUP shall have the right to use the duplicating services at the established standard rate.

F. Temple shall list one AAUP telephone number in the University Telephone Directory.

G. Temple shall allow reasonable time for librarians and academic professionals for the processing of their grievances during normal working hours.

H. Participation in Association Activities: Since the American Association of University Professors has historically been a professional organization, participation in Association activities is eligible for consideration when making personnel-related decisions.

I. Temple shall provide Paley Library with at least one copy of the detailed computerized version of the Temple budget (presently referred to as the B2 budget) as well as the overall final budget

for each year and the breakdown of income for each year as soon as each is available.

ARTICLE 7

DEDUCTION OF DUES

A. Deduction of Established Dues. Temple, subject to any applicable law, will deduct from the salary of any bargaining unit member who authorizes such deduction, the AAUP's established monthly dues as certified by the AAUP. Any such employee wishing to begin dues deduction shall submit a properly completed authorization card to Temple's Business Office.

B. A facsimile of the authorization card to be used for the deduction shall be as follows:

To Temple University

I, the undersigned, a member of the AAUP bargaining unit, authorize Temple to deduct:

Check one or both

/ / AAUP local dues

/ / AAUP national dues

from my salary and to remit the amounts so deducted to the AAUP.

This authorization will remain in full force and effect until revoked by me, in writing. A written notice of the revocation will be sent to the AAUP and Temple during the

period of June 15 - June 30 of any year to become effective the following July 1.

Name_____

Dept._____

Social Security #_____Employee #_____

Signature_____Date_____

C. Within 15 days after the close of any payroll period, Temple shall forward to the AAUP (1) the dues deducted in the last payroll period and (2) a list showing the names of bargaining unit members who authorized such deductions and the amounts deducted.

D. The AAUP shall defend, indemnify, and save harmless Temple, and its employees, from any and all liability, costs, and expenses (including attorney's fees) arising as a result of the proper deduction of AAUP dues.

ARTICLE 8

GRIEVANCE PROCEDURE

A. Temple and AAUP agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. In the event a grievance may arise between Temple and the AAUP, involving the interpretation and application of this Agreement which cannot be settled informally, a grievance procedure is described below for the orderly resolution of such grievances. The AAUP shall be notified in advance and shall have the right to be present at meetings specified in all steps. The grievant shall have the right of AAUP representation, or may be self-

represented.

Step 1. Within twenty days after the grievance occurs or after the grievance should have been known, it shall be presented formally in writing to the Chairperson,* with copies to the Dean, Provost, and AAUP. The Chairperson will discuss and answer the grievance in writing within five days after receiving the formal presentation, with copies to the Dean, Provost, and AAUP.

*Or their counterparts for librarians and academic professionals. The answer of Chairpersons or their counterparts shall not be binding on Temple.

Step 2. A dispute unresolved in Step 1 may then be presented in writing to the Dean or the Dean's designee within five days of the grievant's receipt of the response or lack thereof in Step 1. The Dean or the Dean's designee will answer the grievant in writing within ten days after receiving the grievance.

Step 3. A grievance unresolved in Step 2 may be appealed in writing to the Provost or the Provost's designee within five days of the grievant's receipt of the response or lack thereof in Step 2. A grievance so presented in Step 3 shall be answered by Temple in writing within 20 days after its presentation.

B. Failure on the part of Temple to answer a grievance at any step within the specified time limits shall not be deemed acquiescence thereto and the grievant or the AAUP may proceed to the next step. If the failure to respond occurs at Step 3, the arbitration provisions of this Agreement may be utilized. Failure by the grievant to appeal to the next step within the specified time limit shall be deemed acceptance of the decision rendered at that step.

C. A grievance on behalf of Temple may be presented initially at Step 3 by notice in writing addressed to the AAUP at its offices.

D. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, legal holidays, and Temple declared holidays.

E. A grievance which affects a substantial number or class of employees may initially be presented at Step 2 or Step 3 by the AAUP. The grievance shall then be processed in accordance with the grievance procedure.

ARTICLE 9

ARBITRATION PROCEDURES

A. In the event a grievance is not satisfactorily resolved through the grievance procedures described in Article 8 of this Agreement or this Agreement otherwise provides that a matter may be referred to arbitration, and the AAUP wishes to proceed to arbitration, Temple and AAUP shall meet within ten days after Temple's decision in Step 3 of the Grievance Procedure to attempt to select an arbitrator competent in matters peculiar to institutions of higher education and, if appropriate, to a particular discipline. Should the parties be unable to agree on an arbitrator within five days, the grievance may be referred to the American Arbitration Association for resolution by a single arbitrator in accordance with its Voluntary Rules of Labor Arbitration then in force.

B. The language used in this Agreement shall be binding upon the arbitrator.

C. The decision of the arbitrator shall be final and binding.

D. The costs of arbitration shall be borne equally by Temple and the AAUP. Such costs shall be limited to the Arbitrator's fee and expenses and the charges of the American Arbitration Association.

ARTICLE 10

NO STRIKE/NO LOCKOUT

A. Neither the AAUP, nor any member of the bargaining unit, shall, during the term of this Agreement, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work.

B. In the event that any member(s) of the bargaining unit engage in any activities prohibited above, the President (or in his absence another officer) of the AAUP shall, upon request by Temple, immediately notify the involved member(s) of the inappropriate and unsanctioned nature of the activity and shall instruct them to cease the activity and to resume their regular duties. Upon request, the AAUP shall also notify Temple in writing that such activities by members have not been called or sanctioned by the AAUP. Temple reserves the right to take appropriate action (subject to the provisions of this Agreement) where activities in violation of this Article by the AAUP and/or members result in interference with any operation of the University.

C. Temple shall not lock out any members of the bargaining unit during the term of this Agreement.

ARTICLE 11

PROMOTION OF FACULTY

Procedures and criteria for promotion of faculty shall be those set forth in Appendix A of this Agreement.

ARTICLE 12

TENURE PROCEDURES

A. Tenure policies and practices shall be those set forth in the Tenure Statement approved by the Board of Trustees effective September 1, 1970 (Appendix B).

B. During the life of this Agreement, these policies and practices may be altered only with the concurrence of the Board of Trustees and the Faculty Senate.

C. Tenure decisions shall also be made in light of the long-term structural academic needs of the program, department, and/or school. The policy of Temple is not to have quotas limiting the number of persons who can advance to the distinguished status of tenured faculty.

D. If an individual has not been formally informed of being considered for tenure during the year in which such consideration is mandatory, it shall be the responsibility of the individual to inform, in writing, by December 1 of that year, the Department Chairperson, Dean, Provost, and the AAUP that such tenure consideration is necessary.

ARTICLE 13

TERMINATION OF SERVICE OF FACULTY

A. Termination of service of a tenured faculty member or of an appointment before the end of its specified term may be made only for retirement, adequate cause, or retrenchment.

B. Before sending notices of termination because of retrenchment, consultation on the proposed retrenchment shall take place with the Chairperson of any department or program affected and the Dean and college curriculum committee of any college affected. Also, the Educational Program and Policies Committee of the Faculty Senate shall be advised of the proposed retrenchments. Following the completion of that consultation process, there shall be a meeting with AAUP upon reasonable notice, not to exceed two weeks, to discuss the rationale for and implementation of such retrenchment. At this meeting, Temple will provide the AAUP with a list of bargaining unit members designated for possible retrenchment along with their date of hire, department, date of tenure and rank; a list of sections being taught by Dean's appointment and part-time faculty for ELECT, QUEST, COMPOSITION 45, COMPOSITION 50 and INTELLECTUAL HERITAGE as specified in Section C. below; a list of Presidential track searches where authorization to hire exists; and a list of open suitable positions in accordance with Section C. below.

If and when retrenchment notices are sent, concurrent copies of such notices shall be furnished to AAUP.

C. Retrenchment is one of the most serious steps an institution of higher learning takes. Attempts will continue to be made to increase revenue by all feasible means.

Before terminating faculty members because of retrenchment, Temple will first utilize possible temporary alternative assignments and then make reasonable efforts to place the affected faculty members in other suitable positions. (Before sending a notice of retrenchment to a tenured faculty member, Temple shall offer such tenured faculty member a temporary alternative assignment, in accordance with Article 17, to teach a full work load in the ELECT, QUEST, COMPOSITION 45, COMPOSITION 50 and/or INTELLECTUAL HERITAGE courses, provided that (1) there is a full work load available which would otherwise be taught by a Dean's appointment or part-time faculty members, and (2) the tenured faculty member has the requisite skills and abilities after orientation, if appropriate, to teach such courses. In the event that more than one tenured faculty member is affected and there is not a sufficient work load for each, Temple shall follow the order of priorities set forth in Paragraph 3 of Section E of this Article. Such faculty members shall have two (2) weeks from date of notification to inform Temple of their willingness to accept such assignment.) The released tenured faculty member's position will not be filled with a replacement within a period of three years unless the released faculty member has been offered, by order of seniority, re-employment in a tenured position (with at least his/her previous rank and salary) and at least one month within which to accept or decline. An untenured Presidential faculty member's position will not be filled for a period of two years without prior notification to the released faculty member that candidates for the position are being sought.

Suitable positions for reassignment of tenured faculty within Temple University are:

Other teaching positions
Academic Professional positions
Librarian positions

Administrative positions

The bargaining unit status of the new positions will be determined by the duties associated with that position and the past decisions of the Pennsylvania Labor Relations Board.

For positions outside the AAUP Bargaining Unit, the faculty member's tenure status and salary may be changed at the end of the 12 month period. At the time the position is offered to the faculty member, the Administration will inform the faculty member of the tenure status and pay rate which the position will have at the end of the 12 month notice period.

The salary and seniority of a faculty member moving to a new assignment within the AAUP Bargaining Unit shall not be reduced by that move.

If a retrenched tenured faculty member applies for and is accepted for an authorized academic professional or librarian position, the faculty member shall have regular appointment in that new position effective upon the first day of appointment in that position.

If a retrenched tenured faculty member applies to and is accepted for a tenure track position in another department, the faculty member's seniority and tenure shall be carried to the new department.

In filling vacancies within the AAUP Bargaining Unit, the administration shall give first consideration to a retrenched tenured faculty member in considering the qualifications of applicants for the position. Qualifications shall include appropriate academic credentials, present ability to perform the work required, quality of prior job performance, and potential

for growth and achievement in the new job.

Reasonable efforts shall be defined as Temple's obligation to bring position vacancies to the attention of retrenched tenured faculty, and resumes of retrenched faculty shall be made available to those responsible for filling such vacant positions. Copies of such position vacancies shall be forwarded to the AAUP.

D. Written notice that employment is to be terminated because of retrenchment shall be given as follows:

1. For a faculty member holding a first one-year contract, at least three months,

2. For a faculty member holding a second one-year contract or a third one-year contract, at least six months,

3. For an untenured faculty member who has either:

a. completed three or more years of service at Temple, or

b. been issued a three-year contract at the time of first appointment to Temple, at least 12 months.

4. For tenured faculty, at least 12 months.

5. In each case, equivalent severance salary may be substituted providing it is mutually agreeable to Temple and the affected faculty member.

6. During the twelve (12) month notice period, a faculty member who has indicated a willingness to accept an assignment in ELECT, QUEST, COMPOSITION 45, COMPOSITION 50 and/or INTELLECTUAL

HERITAGE, as per Article 13, Section C, shall continue to be entitled to such assignment if a workload becomes available during the twelve month notice period. If a workload becomes available and is accepted, the letter of retrenchment shall be rescinded.

E. The order of retrenchment for faculty within a department or program of instruction shall be:

1. Part-time faculty.

2. Non-tenured faculty, with individual decisions based upon such important factors as affirmative action goals, academic excellence and years of service.

In cases 1 and 2, the faculty remaining shall have the requisite qualifications to perform the duties required.

3. Tenured faculty, provided that the faculty member with the least years of service to Temple University shall be released first.

a. In the event of identical years of service, the faculty member with the fewest years since achieving tenure shall be released first.

b. In the event of identical years since achieving tenure, the faculty member of lowest rank shall be released first.

c. A tenured faculty member can be retrenched in an order other than by seniority only if Temple justifies (in writing) that he/she cannot perform work which is essential to the continuation of his/her department or program, while another tenured faculty member of lesser seniority (who would continue to

be employed instead of the faculty member of greater seniority) can do this essential work.

Time spent on unpaid leave, prior to July 1, 1983, not connected with the receipt of an educational or research/creative award, shall not accrue as years of service under Section E.3(a), (b), and (c) above. Furthermore, service to Temple prior to a break in employment due to the resignation or non-renewal of a faculty member shall not be counted as years of service under Section E.3(a), (b), and (c) above.

Time spent by tenured faculty on unpaid leave which commenced on or after July 1, 1983, and as approved by Temple on an annual basis, shall accrue as years of service under Article 13, Section E.3 (a), (b), and (c).

4. Any faculty member retrenched may utilize the grievance and arbitration provisions of this Agreement.

F. Dismissal of Tenured Faculty for Adequate Cause:

1. Adequate cause means incompetence, grave misconduct, or neglect of duty.

2. The following procedures, which may be initiated by faculty, Department Chairpersons, Deans, the Provost, or the President, shall govern the dismissal of a tenured faculty member for adequate cause:

a. An attempt shall be made to resolve the matter informally through:

(1) personal conferences between the faculty member and appropriate administrative officers,

(2) an informal inquiry by the Personnel Committee of the Faculty Senate if the matter is not terminated by mutual consent or an adjustment does not result followed by,

(3) an informal report to the President regarding either an adjustment or whether, in its view, formal proceedings should be instituted.

b. Formal proceedings may commence at the direction of the President even if the recommendation of the Personnel Committee of the Faculty Senate is favorable to the faculty member.

Steps to be followed are:

(1) Formulation of a written statement of the grounds proposed for dismissal by the President and the Personnel Committee or, if there is a disagreement, by the President or the President's representative.

(2) The President shall inform the faculty member of the statement and also that, "if he/she so requests," a hearing to determine whether he/she should be removed from his/her faculty position on the grounds stated will be conducted by the Faculty Senate Personnel Committee. Where a hearing is requested, a committee of five members shall be selected for that purpose by the Personnel Committee of the Faculty Senate. The committee shall elect its own chairperson.

(3) The faculty member shall be informed in writing by the committee chairperson of the time, place, and procedures for the hearing and shall have reasonable time, in no event more than two months, to prepare his/her defense.

(4) The faculty member may be accompanied by another

faculty member and/or by counsel at the hearing if he/she so chooses.

(5) No less than one week before the date set for the hearing, the faculty member shall reply, in writing, whether he/she wishes a hearing and, if so, should respond in writing to the statements in the President's letter.

(6) The faculty member shall be informed by Temple that failure to request a hearing shall indicate acceptance of dismissal.

(7) A faculty member may be suspended immediately under extreme circumstances or if there is a threat of immediate harm to himself/herself or others.

c. Proceedings of the Committee shall involve:

(1) consideration of the written formulated statement of grounds for dismissal and the faculty member's written response.

(2) testimony of witnesses, if appropriate, and examination of other pertinent evidence.

(3) the faculty member normally shall have the right, within reasonable limits established by the Committee, to question all witnesses who testify orally.

d. The Committee shall submit a written recommendation and reasons therefore to the President and to the faculty member. If the committee recommends against dismissal, the President may (normally within one month) still dismiss the faculty member, but the faculty member may then seek to utilize the arbitration

provisions of this Agreement.

G. Dismissal of Non-Tenured Faculty for Adequate Cause:

1. Adequate cause means incompetence, grave misconduct, or neglect of duty.

2. An attempt shall first be made to resolve the matter informally through personal conferences between the faculty member and appropriate administrative officers.

3. If this fails to resolve the matter, the faculty member may be terminated by Temple, after consultation with the Department Chairperson.

4. A faculty member so dismissed may utilize the grievance and arbitration provisions of this Agreement.

H. Non-Renewal of Untenured Faculty Appointments:

1. For full-time untenured Presidential faculty, written notice that employment is to be terminated shall be given as follows:

a. For a faculty member holding a first one-year contract expiring at the end of the Spring academic period, not later than March 15; or if the one-year appointment terminates at another time, at least three months in advance of its termination.

b. For a faculty member holding a second or third one-year contract expiring at the end of the Spring academic period, not later than December 15; or if the second or third one-year appointment terminates at another time, at least six

months in advance of its termination.

c. For a faculty member who either has completed three or more years of service at Temple or has been issued a three-year contract at the time of first appointment at Temple, at least twelve months in advance of the expiration of the appointment.

2. For full-time untenured faculty who are not Presidentially appointed, if the letter of appointment does not contain a termination date, a faculty member shall be given notice of non-renewal at least three months prior to the expiration of his/her contract.

3. Temple shall have the option of substituting equivalent severance salary for the period of advance notice. In making this determination, Temple will take into consideration the faculty member's expressed preference.

ARTICLE 14

DEPARTMENT CHAIRPERSONS

A. The AAUP and Temple recognize that the role of the Chairperson differs among academic units across the University and, in some cases, among departments within the same collegial unit.

B. The timely initiation of the process for the appointment of a Department Chairperson shall be the responsibility of the Dean. The nomination procedures for selection of Chairpersons may vary from one department to another. The Presidentially appointed faculty members (who in this article shall include administrators

who hold a faculty rank in the department or program in question) shall determine the procedure for each department after consultation with the Dean. The last instance of such consultation shall occur no more than 30 days before a nominee is to be designated.

C. Should the Dean find it necessary not to appoint the department's nominee, the Dean shall ask for an alternate nominee. In the event the Dean again declines to appoint the department's nominee, the Dean shall immediately appoint an acting Chairperson, for a period not to exceed one year, and shall explain his/her action to the appropriate faculty body in his/her college.

D. Chairpersons are appointed for initial terms not to exceed five years even when an individual has been originally hired as a Department Chairperson. Beyond this, with due consideration of the value of change, they may be reconsidered for an additional term or terms not to exceed five years each under the procedures in sections A, B, and C above.

E. If the removal of the Department Chairperson is initiated by the Dean and it is approved by a majority of the Presidentially appointed faculty members of the department, it shall become effective immediately. If the Presidentially appointed faculty members do not approve the removal, the Dean may, within 30 days thereafter, submit the matter to the Provost, who shall make a final decision after consultation with the Department Chairperson and the departmental faculty.

F. If the removal of the Department Chairperson is initiated by a majority of the Presidentially appointed faculty members of a department, and the Dean concurs, it shall become effective immediately. If the Dean does not approve the removal, the

matter shall be returned to the department for reconsideration. After the lapse of at least 30 days, if a majority of the Presidentially appointed faculty members of that department again vote for removal, the decision shall normally be final. If the Dean still does not approve the removal, the matter shall automatically be submitted to the Provost, who shall make a final decision, after consultation with the Department Chairperson and the departmental faculty. The Dean shall explain the matter to the appropriate faculty body in his/her college.

G. Under extreme circumstances, a Dean may suspend or remove a Department Chairperson immediately from duties as Department Chairperson and appoint an acting Chairperson for a period not to exceed one year.

ARTICLE 15

APPOINTMENT, PROMOTION, AND TERMINATION OF SERVICE OF LIBRARIANS

A. Terms of Appointment

1. All full-time librarians within the bargaining unit shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. The terms and conditions of every appointment shall be stated in writing and shall be in the possession of both Temple and the librarian before the appointment becomes effective.

2. Librarians first hired on or after July 1, 1982 shall be appointed initially for a term of one year and may be reappointed for 3 additional one year terms followed by a 2 year term and

then by regular appointment. For Librarians first hired before July 1, 1982 the 4 year probationary period and the renewal procedures in the 1980-82 Temple-AAUP Agreement shall apply.

a. A Committee defined by the Academic Assembly of Librarians will advise the Director on decisions to grant or not to grant reappointment during the first 4 years.

Review by a peer committee established by the Academic Assembly of Librarians shall be the first step in considerations for contract renewal, regular appointment and promotion. This peer committee shall submit its recommendations, and the reasons therefore, to the Director of Libraries and inform the individuals involved.

The Director shall inform in writing the individuals and the committee of his/her decisions, and the reasons for them within ten days after receiving the recommendations of the committee.

The Director's decision shall be made at least 90 days prior to the expiration of any contract. The Director's decision during the first 4 years is not subject to the grievance or arbitration provisions of this Agreement.

b. The probationary period shall consist of a series of terms amounting to six years.

(1) In the event that a librarian will not be granted a regular appointment, a termination of contract notice must be provided in writing at least six months prior to the expiration of his/her sixth year or he/she shall be granted a one-year terminal contract for his/her seventh year of service.

(2) A librarian initially hired at the L1 rank must

be promoted to the L2 rank within six years or he/she will receive a terminal one-year contract (or a six months notice of termination).

(3) Librarians first employed prior to July 1, 1982 with four or more years of continuous full time service to the library, except those on a fifth year terminal contract, will be considered to have successfully completed the probationary period and shall be granted a regular appointment.

(4) The first one year appointment shall terminate on the first June 30 following initial appointment.

3. A librarian's fiscal year salary (11 months per year of work) is the base salary for a work year which includes eight weeks scheduled off per year. Any librarian who works additional week(s) or day(s) shall receive additional compensation at the rate of 2.4% of the base salary per additional week worked. The Director shall inform each librarian on or before May 1, of a given year, of the periods which that librarian shall be assigned to work during the following July 1 - June 30 period. Such assignments shall be made after consultation with the librarians as to their time off preferences. No librarian may be required to work for more than 11 months during any July 1 - June 30 time period. Any changes in the assigned periods of work shall be by mutual agreement between the librarian and the Director, except that in the event of unforseable circumstances assignments may be changed by the Director after consultation with the affected librarians. Vacation time will be assigned in one block of at least four weeks and the remainder may be divided into as many as four additional blocks of time.

B. Standards for Promotion and Completion of the Probationary Period

1. Criteria for promotion and completion of the probationary period shall include:

a. effectiveness of performance as a librarian.

b. continuing professional growth as demonstrated by scholarly activities such as continuing education, participation in professional activities, and contributions to the profession.

c. effectiveness of service to the library and/or to the University.

More specific criteria for promotion to the various grade levels and for completion of the probationary period and the relative weighting of these criteria shall be established by the Academic Assembly of Librarians. Promotion to L4 is to be granted on the basis of exceptional achievement in the context of a major university library.

2. Librarians may always be considered for completion of the probationary period after shorter periods of service than those specified above. Under exceptional circumstances, librarians with significant experience in the institution from which they come may be granted a regular appointment upon initial employment.

C. Procedures

1. Consideration for promotion and/or completion of the probationary period may be initiated at the appropriate time by any or all of the following:

a. librarians's immediate supervisor,
b. the appropriate Committee of the Academic Assembly,
c. library administration,
d. the librarian, or
e. any other member of the academic community.

2. All evaluations for reappointment, promotion, and regular appointment shall be through the appropriate Committee of the Academic Assembly and the list of candidates shall be sent to the Director.

3. The Committee shall submit its recommendations, and reasons therefore, to the Director and inform the individuals involved.

4. The Director will inform in writing the individuals and the Committee of his/her decisions and the reasons for them within ten days after receiving the recommendations of the Committee.

5. The decisions of the Director, and all recommendations of the Committee, shall be forwarded immediately to the Provost or the Provost's designee for final resolution. The decision of the Provost or the Provost's designee must be given in writing within ten days to the individual, the Director, and the Committee of the Academic Assembly.

6. Librarians who have completed the probationary period shall maintain this status even if they have a physical or mental disability of up to six months' duration that prevents them from carrying out their responsibilities. With the appropriate medical certification, the librarian may return to his/her University responsibility with the status of having completed the probationary period. In addition, the librarian shall have

recall rights to the same or an equivalent position, if available, for a further period of 12 months.

7. Time spent on official leave from the University will not be included in the calculations of the various time periods stated above unless the librarian requests in writing to the Director, and the Director approves, that such leave time be included in the timing of decisions on completion of the probationary period.

D. Evaluation of Librarians

When formal evaluations are made, the evaluating supervisor shall discuss the evaluation with the librarian; it shall be signed by both individuals and placed in the librarian's personnel file. This signing shall not be deemed to constitute approval by the librarian. The librarian is entitled to attach any written comment or refutation the librarian deems appropriate to the evaluations.

E. Termination of Service by Temple

1. Written notice that an appointment is to be terminated because of retrenchment or non-renewal of a term appointment shall be given to a librarian as follows:

a. Three months for less than two years of service.
b. Six months after two years of service.

In each case, Temple shall have the option of substituting equivalent severance salary.

2. Termination of service of a librarian who has completed the probationary period or an appointment before the end of its

specified term may be made only for retirement, adequate cause, or retrenchment.

3. Retrenchment of librarians within the Paley budget system or within another budget unit included in the AAUP bargaining unit shall be made according to the following order:

a. part-time librarians,
b. librarians on probationary appointment by inverse order of the date of hire within the library,
c. librarians who have completed the probationary period by inverse order of date of hire within the library.

In each of the above cases, it is recognized that the librarian possesses special skills, training, or education necessary for the continued operation of library programs and that librarians who have completed the probationary period may not be retrenched until after all part-time librarians and librarians on the probationary period are retrenched.

4. Temple shall make reasonable efforts to place retrenched librarians in other positions in the University.

5. Adequate cause means incompetence, grave misconduct, or neglect of duty.

6. A librarian who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.

F. Recall

1. Following a lay off due to retrenchment, any librarian laid off due to retrenchment shall be recalled in inverse order of lay off provided the librarian has the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two years.

2. Upon receipt of such an offer in writing, a librarian shall have one month to decide whether to accept the offer.

G. Terminology

Throughout the contract, the term Director shall include both a reference to the Director of Paley Library and the Dean of any school or college in the AAUP bargaining unit which employs a librarian.

ARTICLE 16

APPOINTMENT, PROMOTION, AND TERMINATION OF SERVICE OF ACADEMIC PROFESSIONALS

A. Terms of Employment

1. Each full-time academic professional and the AAUP shall receive, at the time of employment, a letter setting forth a brief general description of the academic professional's duties, salary and any employment conditions particular to the individual academic professional.

2. The probationary period shall be two years.

3. The academic professional or the AAUP may, within 30 days after receipt of a new or revised job description or salary, file a grievance if the academic professional or the AAUP asserts that:

a. the salary, which shall be communicated no later than 60 days after receipt of the new job description, does not bear a fair relationship to the new duties.

b. that the stated duties do not qualify the individual as an academic professional.

4. Any new or vacated position may be designated as a fiscal year or academic year position.

B. Procedure for Periodic Evaluation of Academic Professionals

When formal evaluations are made, the evaluating supervisor shall discuss the evaluation with the academic professional; it shall be signed by both individuals and placed in the academic professional's personnel file. This signing shall not be deemed to constitute approval by the academic professional. The academic professional is entitled to attach any written comment or refutation the academic professional deems appropriate to the evaluations.

C. Termination of Service by Temple

1. Any academic professional who is terminated, except for adequate cause or retirement, shall be entitled to written notice or equivalent salary as follows:

a. two weeks if employed less than six months;

b. four weeks if employed more than six months but less than one year;

c. two months if employed more than one year but less than two years;

d. four months if employed more than two years but less than four years;

e. six months if employed four years or more.

2. Academic professionals who have completed the probationary period shall be terminated only for retirement, adequate cause, or retrenchment.

3. Termination of an academic professional during the probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

4. An academic professional who has completed the probationary period and who is terminated (except for retirement) or laid off shall be entitled to utilize the grievance and arbitration provisions of this Agreement.

5. Following a lay off due to retrenchment, any academic professional laid off due to retrenchment shall be recalled by department or program in inverse order of lay off provided the academic professional has the present ability to perform the work available. Laid off employees shall have recall rights for a period equal to their length of service but in no event for more than two years. Upon receipt of such an offer in writing, an academic professional shall have one month to decide whether to accept the offer.

6. Retrenchment within a department or program shall be applied in the following order:

a. Part-time employees who are functioning as academic professionals,

b. Academic professionals in the probationary period,

c. Academic professionals who have completed the probationary period, by inverse order of the date of hire within Temple provided that, in each case, the academic professionals remaining shall have the requisite qualifications or specialties to perform the work required.

7. Temple shall make reasonable efforts to place retrenched academic professionals in other positions in the University.

8. Adequate cause means incompetence, grave misconduct, or neglect of duty.

D. An academic professional is a full-time employee of the University whose work is necessary or adjunct to the teaching of students or to research functions of the University. The work shall:

1.a. be predominantly intellectual and varied in character; and

b. require consistent excercise of discretion and judgment; and

c. require knowledge of an advanced nature customarily acquired by specialized study in an institution of higher learning or its equivalent; and

d. be of such character that the output or result

accomplished cannot be standardized in relation to a given period of time; or

2. be original and creative in character in a recognized field of artistic endeavor and the result of which depends primarily on the invention, imagination, or talent of the employee. Academic professionals include those positions in AAUP as of the date of the signing of this Agreement.

ARTICLE 17

WORK LOAD

A. Faculty

1. The assigned work load for full time faculty shall be reasonable and fair and shall usually consist of a combination of teaching, research and creative activities, and service to Temple University. The assigned work load of a faculty member is subject to approval by the Dean. The teaching work load for a full time faculty member engaged only in teaching and minimal service to Temple is 12 semester credit hours per semester.

2. The teaching work load shall be appropriately reduced by the Dean (in consultation with the Department Chairperson) for the following efforts: active involvement in research and/or publication or equivalent creative activity; advising of graduate thesis or dissertations and/or independent study; combinations of 4 and 3 credit-hour courses or unusual contact-credit hour burdens; service to Temple University; unusually demanding courses; and the performance of administrative duties.

3. Temple may substitute the teaching of non-credit courses

or workshops and participation in externally funded Temple projects for an equivalent of credit courses taught by the faculty member.

4. Temple may give a full time faculty member a temporary alternative assignment, i.e., a teaching assignment for other than his/her home department, or an administrative or advising assignment. A temporary alternative assignment shall not affect the faculty member's membership, seniority, and tenure in his/her home, merged, reorganized or successor department.

In making temporary alternative assignments, the following principles shall be applied:

a. The proposed assignment shall be discussed by the Dean or Department Chairperson with the faculty member a reasonable time in advance of beginning the assignment.

b. Every effort shall be made to maintain some portion of a faculty member's total work load in his/her home department.

c. Before new faculty are appointed in a department, faculty members of that department on temporary alternative assignment elsewhere shall first be offered the opportunity to reassume teaching assignments within the department.

d. In cases of disputes over temporary alternative assignments, the final decision within a college shall be made by the Dean, and for inter-college disputes, the final decision shall be made by the Provost, subject in each case to the terms and conditions in this Agreement.

5. If Temple wishes to require faculty in a department to accept any two of three semesters as the basic academic year, the

Dean of the College may initiate such a plan in that Department provided that:

a. There is appropriate consultation between the Dean, the Department, and individual faculty members, and

b. Notice of semesters in a given year assigned to a given faculty member shall be given to the faculty member not later than the preceding May 15.

c. In so far as some courses are taught for extra compensation, consideration shall be given to the equitable distribution of such teaching among the faculty members of the Department, and, where appropriate, within the college.

d. A faculty member may not be required to teach, without additional compensation, over the fall, spring, and summer semesters except as in A-6 below.

6. With the approval of Temple, an individual faculty member or the faculty of a college, a department, or a program may substitute the summer semester for either a fall semester or a spring semester or by at least a two-thirds vote of the affected faculty deploy himself/herself/itself across the three semesters in a manner acceptable to him/her/it without additional compensation.

7. A year (September 1 - August 31) will be divided into three academic semesters:

Fall: September 1 - December 31
Spring: January 1 - May 31
Summer: May 1 - August 31

B. Librarians and Academic Professionals

1. The average work week shall be 35 hours. The work load for librarians and academic professionals shall be fair, reasonable, and consistent with service and professional responsibilities to Temple.

2. Budget unit heads shall grant appropriate compensatory time off for hours scheduled and worked beyond the regular work week.

ARTICLE 18

SALARIES

A. Across the Board Increases

1. Effective September 1, 1986, each continuing member of the bargaining unit shall receive an increase of five (5%) percent of annual salary as of June 30, 1986.

2. All academic professionals and librarians with five (5) years continuous service as of December 1, 1986 shall receive an increase to base on December 1, 1986 of $250 per year.

3. Effective July 1, 1987, each continuing academic professional and librarian in the bargaining unit shall receive a four (4%) percent increase in annual salary as of June 30, 1987. Effective September 1, 1987 each continuing faculty member shall receive an increase of four (4%) percent of annual salary as of June 30, 1987.

B. Salary Minima

The following annual salary minima will apply to all faculty:

	Effective Oct. 1, 1987
Instructors	$23,000.
Assistant Professors	$25,000.
Associate Professors	$29,000.
Professors	$35,000.

The following salary minima will apply to all librarians:

	Effective Jan. 1, 1987
Grade L1	$17,640.
Grade L2	$19,845.
Grade L3	$22,050.
Grade L4	$24,255.

The following salary minima will apply to all academic professionals:

	Effective Jan. 1, 1987
Grade L7	$11,496.
Grade L8	$12,403.
Grade L9	$13,413.
Grade L10	$14,469.
Grade L11	$15,643.
Grade L12	$16,908.

Grade L13	$18,289.
Grade L14	$19,769.
Grade L15	$21,329.
Grade L16	$23,021.
Grade L17	$25,093.

These annual minima will be applied after across the board increases are made.

C. Additional Increases for Promotion

Any faculty member or librarian who is promoted in rank or grade level effective any July 1, shall receive a promotional increase, effective the following January 1, of 5 percent of the promoted individual's salary as of the preceding June 30.

In any year, the amount granted for promotion shall be reduced by the amount of the increase received the prior July 1 due to the application of salary minima.

D. Miscellaneous

1. Compensation for Summer or Other Third Academic Semester, effective Summer 1987.

Summer or other third academic semester teaching shall be paid at the rate of 3 percent of the preceding academic year salary for each semester hour taught, provided that this rate does not exceed a maximum rate of $1,000. for each semester hour taught.

2. Compensation for Overload Teaching, effective January 1, 1987.

Compensation for overload teaching by bargaining unit faculty during the academic year shall be as follows:

Instructor	$400. per semester hour
Assistant Professor	$450. per semester hour
Associate Professor	$525. per semester hour
Professor	$600. per semester hour

3. Increased Compensation

In the event that Temple wishes to pay any member of the bargaining unit in terms more favorable than those set forth herein, it may do so with a detailed rationale to the AAUP.

4. Matching Offers

When the departmental faculty, Chairperson, and Dean wish to retain a faculty member who has a bona fide offer (in writing) from another institution, Temple (with the approval of the departmental faculty and the Chairperson) may offer a competitive salary adjustment to attempt to retain the individual without the prior approval of the AAUP. In the event that a salary increase results, Temple shall inform the AAUP in writing within ten days of the decision.

E. Compensation of Department Chairpersons

1. A Department Chairperson shall be compensated for the extra duties of that office during the Fall and Spring Semesters by a reduction from the base teaching work load or by an appropriate stipend in addition to the base salary, or by a combination of the two.

During the summer sessions, a Department Chairperson may be

compensated for well defined specified duties by an appropriate stipend.

2. The reduction from the base teaching work load and the amount of stipend shall in all cases be proportionate to the scope and complexities of the duties of the Chairperson and shall not be tied to the rank and salary of the incumbent. The scope and complexity of the duties shall be determined from a matrix of factors presently agreed to by Temple and AAUP. Reductions from the base teaching work load and the amount of stipend shall be recommended by the Dean and must be approved by the Provost.

3. Within one month after the signing of this Agreement, Temple and AAUP shall each appoint three members to a joint committee which, within nine additional months, shall review the matrix and its application to Department Chairpersons in the AAUP bargaining unit. The committee may recommend changes in the matrix. However, such changes shall require the approval of Temple and AAUP before going into effect.

4. When Department Chairpersons receive such extra compensation, the AAUP will be informed of the extra compensation.

5. Salary increases across-the-board, merit, promotion, etc. for Chairpersons shall be based on the base salary only and shall not apply to the additional stipend.

6. Benefits for Chairpersons shall be based on the base salary only.

7. Reductions from the teaching work load and the amount of stipend are subject to reevaluation and change each September 1 depending on the planned scope and complexity of the succeeding

year.

8. Aforementioned additional compensation shall cease when the faculty member's term as Department Chairperson ends.

ARTICLE 19

FACULTY MERIT AWARDS

A. All faculty members in the bargaining unit shall be eligible for consideration for merit awards. Merit awards shall be given only for the recognition of faculty members' outstanding performance in one of the four categories listed and defined below (B.2). The periods considered for a merit award shall be July 1, 1985 - June 30, 1986 and July 1, 1986 - June 30, 1987. These merit awards shall become part of base salary.

B. The Number, Pools, Amounts and Categories of Merit Awards

1. In the first year of the Agreement, Temple shall make available 760 merit award units with a dollar value of $600., all to the faculty member's base salary, effective January 1, 1987, to be paid June 30, 1987. In the second year of the Agreement, Temple shall make available 820 merit award units with a dollar value of $600., all to the faculty member's base salary, effective January 1, 1988, to be paid June 30, 1988.

2. Merit awards may be given by Temple on the basis of outstanding performance in any of the following categories:

Category I: Outstanding teaching.
Category II: Outstanding research, scholarship, publication or creative work.

Category III: Outstanding service to departments and programs, to Temple's colleges and schools, to the University, or to the profession or field.

Category IV: Outstanding special achievements: this Category shall include faculty members judged to have made unique or valuable contributions to Temple University at any level and to the community. Furthermore, awards may be made for achievements in more than one of the first three Categories, provided that the person's achievements, when taken as a whole, are clearly outstanding.

C. Nominations for merit awards may be made by faculty members or colleagues, Chairpersons or Temple. The Dean will consult with Chairpersons and appropriate college committee(s). After reviewing these recommendations, the Dean will prepare a list of faculty members proposed for merit awards and the number of units recommended. Temple will publish the list of awards and the reasons for such awards. A copy of such list shall be forwarded to the AAUP.

ARTICLE 20

FRINGE BENEFITS

A. General

All fringe benefits (except as herein modified, amended, or cancelled) in existence on the date of the signing of this Agreement shall be continued during the term of this Agreement.

B. Temple University Hospital Incentive

Eligible employees and their eligible dependents who are covered for the Blue Cross/Blue Shield and Prudential Major Medical plans will not be charged for the following if services are performed at Temple University Hospital:

1. The 5 (five) dollar per day (up to 15 days) co-payment.
2. The Prudential Major Medical $100 deductible.
3. Any excess over 80% of the eligible charges to the Prudential Major Medical Plan.

C. Blue Cross/Blue Shield Benefits

Each bargaining unit member and his/her eligible dependents shall continue to receive full Blue Cross/Blue Shield Plan C coverage from Temple on a non-contributory basis.

Each bargaining unit member shall have the option of membership in qualified health maintenance organizations in accordance with statutory provisions. Temple shall contribute an amount identical to its contribution to Blue Cross/Blue Shield for that individual and his/her eligible dependents.

D. Major Medical Insurance

For all bargaining unit members and their dependents, the present major medical insurance plan will come into force as soon as the basic deductible portion has been satisfied. The maximum lifetime benefit will be $1,000,000.

E. Dental Benefits

Temple shall continue to provide for each member of the

bargaining unit and his/her eligible dependents non-contributory dental benefits under the dental services plan presently in effect.

Prudential-Dental Clinic Program

All bargaining unit members and eligible dependents may apply to have professional dental care done at Temple's School of Dentistry under the Prudential Dental Clinic Program. If accepted by the clinics for coverage under this program, all deductibles and co-insurance provisions will be waived and the bargaining unit member will not have to complete any claim forms.

To take advantage of this program just call Patient Registration at the School of Dentistry, Monday through Friday, 8:30 a.m. - 4:30 p.m., and ask to be treated under the Prudential-Dental Clinic Program.

Adult - (215) 221-2900
Oral Pediatrics (under age 14) (215) 221-2862

If a bargaining unit member or eligible dependent are not accepted in the "Prudential-Dental Clinic Program," they may still elect to have the work done at the School of Dentistry. They must complete the standard Prudential Claim Form and submit it to Prudential for processing. Even though their fees will probably be lower than most dentists, they would still be required to pay any co-insurance or deductibles.

F. Sick Leave Policy

1. For faculty the following sick leave provisions shall apply: Temple shall pay full salary for the first two months and at least half salary for the next four months of sick leave.

During this period, all fringe benefits shall be continued in the normal manner.

2. Academic Professionals and Librarians

a. An academic professional or librarian who has completed the first 90 days of employment is eligible for one day sick leave earned at the rate of the said day for each full month of continuous service retroactive to date of hire but not to exceed a total of ten days for any one year. As of July 1 of each year, employees with at least one year of service shall be credited with ten days of sick leave.

b. Unused sick leave may be accumulated up to a maximum of one hundred forty days.

c. During the sick leave period, all fringe benefits shall be continued in the normal manner.

d. All academic professionals who have completed their first 90 days of employment shall be entitled to the Temple Sickness and Accident Plan of $120 per week for 18 weeks.

3. Any member of the bargaining unit on sick leave shall not lose eligibility for long term disability even if the six-month waiting period extends beyond the termination of his/her employment contract.

4. During the waiting period for long term disability, Temple shall continue to fund all of the bargaining unit member's fringe benefits, except pension, for those no longer receiving salary.

5. In the event of catastrophic illness, any bargaining

unit member may request an extension of sick leave benefits by applying to the University Benefits and Job Evaluation Committee.

6. Credit towards tenure or the completion of the probationary period will not accrue during unpaid sick leave unless it is specifically requested in writing by the bargaining unit member involved and approved in writing by Temple.

7. In extenuating circumstances, a bargaining unit member may request that sick leave not accrue toward tenure or the completion of the probationary period. The granting or refusal of such request by Temple will be limited to a maximum of six months and may occur only once during the pre-tenure or probationary period. (The granting of such request shall not be unreasonably withheld.) An extension of this instant leave may be requested in the same manner.

G. Maternity Leave

For all bargaining unit members compensation for maternity leave shall be treated the same as for any other temporary disability.

H. Long Term Disability

Long term disability insurance may be purchased by a bargaining unit member to cover 60 percent of the first $2,000 of his/her monthly salary and 40 percent of his/her monthly salary in excess of $2,000 after six months of continuous disability. In no case shall the maximum monthly payment be more than $2,000 per month. Any bargaining unit member electing coverage shall contribute $5.00 per year per thousand dollars of base salary for this coverage while Temple shall contribute the remainder.

I. Life Insurance

1. Each member of the bargaining unit shall receive $10,000 of non-contributory insurance.

2. Eligible members of the bargaining unit shall be given the opportunity to purchase additional term life insurance at the prevailing rate equal to 1 1/2 times, 2 times, or 3 times his/her current salary up to a maximum of $300,000 (in addition to the non-contributory insurance). Such coverage shall be rounded up to the next thousand dollars. The amount of additional insurance coverage shall be increased automatically to take base salary increments into account on the effective date of such increments. After initial enrollment at the time of employment, any request for an increase in coverage must be submitted for approval to the insurance carrier with proof of medical evidence of insurability.

Employees not currently enrolled for 1 1/2 or 2 times salary are subject to insurability provisions.

J. Pension

1. Each bargaining unit member shall be eligible upon initial hire or during any June (effective July 1) or any December (effective January 1) to participate in a TIAA/CREF Retirement Plan. Temple shall contribute 8.5 percent of the bargaining unit member's base salary and the bargaining unit member shall contribute 4.5 percent of his/her base salary below the maximum for social security taxes into his/her individually vested retirement account in TIAA/CREF. Temple shall contribute 13 percent and the bargaining unit member shall contribute 5 percent of his/her base salary above the maximum for social security taxes into his/her individually vested retirement account in TIAA/CREF.

2. Temple shall make the payments each month to each bargaining unit member's individually vested retirement account in TIAA/CREF.

K. Early Retirement

1. Any bargaining unit member who has had at least ten years of service at Temple and has reached at least age 55 can elect to go on early retirement at the age of 62 or later. The bargaining unit member must notify Temple, in writing, of the desire to retire early. Upon delivery of the written request, the bargaining unit member may elect to accelerate both his/her contribution (if any) and Temple's contribution in order that at the elected time of retirement, there will be additional contributions to the pension fund.

For example, if the election was made at age 55 that the employee wished to retire at age 62, the following alternatives are available:

- At age 55 - 12 years paid in 7; each annual contribution increased to 12/7 of stated rates.

- At age 56 - 11 years paid in 6; each annual contribution increased to 11/6 of stated rates.

- At age 57 - 10 years paid in 5; each annual contribution increased to 10/5 of stated rates.
- At age 58 - 9 years paid in 4; each annual contribution increased to 9/4 of stated rates.

- At age 59 - 8 years paid in 3; each annual contribution increased to 8/3 of stated rates.

· At age 60 - 7 years paid in 2; each annual contribution increased to 7/2 of stated rates.

· At age 61 - 6 years paid in 1; each annual contribution increased to 6/1 of stated rates.

2. Any bargaining unit member choosing early retirement shall receive, from the date of retirement until age 67, the medical fringe benefits comparable to those to which he/she would be entitled as a current full-time member of the bargaining unit, and term life insurance benefits, both non-contributing and contributing, at the level in existence at the time of early retirement.

3. Any bargaining unit member who chooses an early retirement date and enrolls in the program may, upon proper notice of at least one year in advance of retirement, change his/her retirement date and elect an alternative one. If the alternative date is later than the initial retirement date, a penalty shall be levied for each month's extension equal to the monthly interest on the total of the accelerated Temple contributions paid to the date of the notice to change. Interest shall be calculated monthly at the rate of the first-of-the-month prime rate of Temple's principal bank.

For those who have enrolled in the early retirement program prior to January 1, 1981, no interest penalty shall be levied.

L. Liability Protection

Temple shall maintain coverage to insure bargaining unit members against liability claims or suits (including coverage against libel and slander claims) in connection with their

responsibilities to Temple or at Temple. All such liability coverage shall be in an amount no less than $1,000,000 per incident.

M. Tuition

Upon successful completion of courses covered by the University policy, bargaining unit members will be reimbursed for the one-half tuition paid, up to six credits per semester.

N. Leave of Absence

If a member of the bargaining unit applies for a leave of absence, Temple, after careful and due consideration, will grant or deny said request. If the leave of absence is granted, the employee shall have the option of continuing his/her fringe benefits during the leave of absence at his/her own expense.

O. Vision Care

Academic professionals with at least 90 days service and their legally dependent spouses and children shall be enrolled in the Temple Vision Care Program. Effective July 1, 1985, all other members of the bargaining unit and their legally dependent spouses and children shall also be enrolled in the Temple Vision Care Program.

P. Vacation Policy for Academic Professionals

Full-time employees shall be eligible for vacations with pay each year in accordance with the following schedule:

Length of full-time service as of July 1	Vacation
Less than one year but at least six months	One day for each month of service up to a maximum of ten days
More than one year	Two weeks
More than three and one-half years	Three weeks
More than twelve and one-half years	Four weeks

Any academic professional who is presently receiving more generous vacation benefits shall continue to receive them.

Q. Diamond Club Dues

Each member of the AAUP bargaining unit may join the Diamond Club for an annual dues payment of $5. Temple shall pay the remaining dues.

ARTICLE 21

UNIVERSITY SUPPORTED RESEARCH

A. STUDY LEAVES

1. Study Leaves shall be granted to each college annually at the rate of one per 25 tenured faculty or fraction thereof in that college.

2. No fewer than 15 Study Leaves shall be assigned annually to a central pool. Of these, at least five Study Leaves shall be used for faculty on leave for a full year. These Study Leaves shall be assigned by the Provost after consultation with the Faculty Senate Study Leave Committee.

3. The faculty in consultation with the Dean of each college shall determine the method of utilization of the Study Leaves assigned to that college.

4. Study Leaves distributed to any college which does not utilize them shall either be transferred by the Provost to the central pool or be retained until the following year within the college to which assigned.

5. One half of the replacement costs for Study Leaves utilized by a college shall be absorbed by that college.

6. A faculty member on leave for a full year shall receive half salary for one year.

7. A faculty member on leave for 1/2 year shall receive full salary up to a maximum of $24,000 per Study Leave.

B. Summer Research Awards

1. There shall be 35 faculty awards annually.

2. Each award shall carry a $2,500 stipend.

3. The selection process shall remain unchanged.

C. Research Bonus Fund

1. There shall be a Research Bonus Fund with funds allocated to the Fund according to colleges/schools or other budget units whose personnel are covered by this Agreement. Funds shall be allocated in proportion to the additional indirect cost recovery from externally funded research, training, or other grants collected during 1986-87 compared to 1985-86. For 1986-87, the proportion shall be 10 percent of the additional indirect cost recovery by college, school, or other budget unit as indicated by the final audited financial statements of the University for 1985-86 and 1986-87.

2. Monies from the Fund shall be made available to the colleges/schools or other budget units on June 30, 1987 for distribution during 1987-88 at the discretion of the Dean or budget unit head (in consultation with the bargaining unit members involved) to meet either or both of the following objectives:

a. recognize through a merit bonus those faculty or other classes of personnel covered by this Agreement who have made outstanding contributions to the obtaining or prosecution of externally funded research, training, or other grants earning indirect cost recovery.

b. enhance the obtaining and/or prosecution of externally funded research, training, and/or other grants earning indirect cost recovery through the purchase of essential equipment, payment of travel costs related to obtaining grants, payment of travel costs related to delivering papers, payments of publication page charges, and other appropriate but unfunded costs related to increasing externally funded grants. The use of

the Research Bonus Fund for retaining and/or paying support personnel is not allowed.

Additional guidelines, consistent with this Agreement, for the distribution of these funds shall be established by the Provost.

3. A similar research bonus fund shall be established on an annual basis in future years unless modified by future AAUP-Temple Agreements.

D. Meet and Discuss on University Supported Research

Within six months from the date of ratification, Temple and the AAUP will Meet and Discuss on possible changes to this Article, which will improve the utilization of study leaves and encourage research activities and teaching excellence.

ARTICLE 22

PERSONNEL FILES

A. Temple shall maintain one official personnel file for each of its bargaining unit members.

B. The personnel file shall include but not be limited to:

1. personal data similar to that on the University Employee Data Form. Records related to employment status, benefits, and payroll will be maintained by Temple as needed;

2. documentation of the existence and availability of information related to the employee's academic and professional

accomplishments submitted by the individual and placed in the file with the approval of the Dean or appropriate administrator. Such approval shall not be unreasonalby withheld;

3. records generated by Temple relevant to employment history and personnel decisions affecting the individual's compensation and/or employment status;

4. memoranda of discussions, if they exist, between the employee and his/her Department Chairperson or supervisor relating to evaluations of the employee's professional performance signed by both;

5. observation reports of the employee's professional performance signed by the observer and the employee;

6. written material concerning appointment, reappointment, promotion, tenure, completion of the probationary period, and merit increases.

C. Anonymous material and material irrelevant to the professional progress of the individual and material known to be false shall not be included.

D. Material deemed to be derogatory toward an individual's professional conduct, service, or character shall not be placed in the personnel file without being shown to the individual involved.

E. Within five days of receipt of written request to the responsible individual, the employee shall have access to the file with the exclusion of pre-employment material. Such access shall be only in the presence of someone in authority in the office but the employee may invite one other bargaining unit member to accompany him/her. The text of peer evaluations will

be available to the employee, minus identification of the individual who wrote the evaluation.

F. If a bargaining unit member alleges that some of the contents in his/her file are false, he/she may place a brief statement to that effect in the personnel file.

G. The file shall, upon request, be open to duly authorized personnel who are charged with responsibility in the areas of evaluation, promotion, tenure, probation, reappointment, or the processing of grievances.

H. In the event that a file is subpoenaed in accordance with the law, notice shall be sent to the bargaining unit member before examination of the file takes place.

ARTICLE 23

SAFETY AND HEALTH

Temple agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuit of their University recognized professional responsiblities. Temple and AAUP agree to meet and discuss regularly concerning safety and security issues.

ARTICLE 24

MAINTENANCE OF STANDARDS

A. All fringe benefits or contractual salary benefits (except as herein modified, amended, or cancelled) in existence on the date

of the signing of this Agreement shall be continued.

B. The current methodology with respect to Grants in Aid of Research shall not be altered during the term of this Agreement without the approval of the Faculty Senate, AAUP, and Temple.

C. The current practices with respect to University patent policy shall not be altered during the term of this Agreement without the approval of both the Faculty Senate and Temple.

ARTICLE 25

MEET AND DISCUSS CONFERENCE

Representatives of Temple and representatives of the AAUP shall confer at least once each semester to consider problems concerning this Agreement and other matters of mutual concern. The parties shall agree upon a date for such conference which shall be mutually convenient and each party shall, within at least ten days of such date, submit to the other party a list of topics to be included on the agenda of the conference. Memoranda of Agreement may be signed at these conferences to interpret, implement, or make minor modifications in this Agreement.

ARTICLE 26

AGREEMENT CONSTRUCTION

The Article or paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

ARTICLE 27

SAVINGS CLAUSE

A. It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the Commonwealth of Pennsylvania, such provision shall be superseded by the appropriate provision of such law, or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

B. If, at anytime thereafter, a provision once declared invalid shall be valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect.

ARTICLE 28

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1986 and shall continue in full force and effect up to and including June 30, 1988. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least 90 days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands:

TEMPLE UNIVERSITY

Peter J. Liacouras
President

H. Patrick Swygert
Vice President for
University Administration

Barbara L. Brownstein
Provost

Rodney D. Johnson
Vice President for
Financial Affairs &
Treasurer

C. Robert Harrington
Chief Negotiator
Associate Vice President
for Personnel Administration

Robert R. Smith

John C. Ritchie

Lawrence C. Connolly

TEMPLE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Philip R. Yannella
President

Morton Zivan
Vice President

Faith N. Abbey

P. Michael G. Harris

Arthur Hochner

Sally H. Mitchell

Rosamond Putzel

Emilie E. Mulholland

APPENDIX A

PROMOTION

I. Bases for Promotion

Promotion is based on excellence in teaching, in scholarship and creative work; and in various administrative, professional or academic services. A candidate for promotion should excel in at least one of these bases and be satisfactory in others. Personal and professional integrity are, of course, presumed. Promotion to any rank is a recognition of past achievement and a sign of confidence that the man or woman is capable of greater responsibilities and accomplishments. The ultimate purpose of all promotions is to build the best possible faculty for the University.

1. Teaching

a. Effective teaching has many manifestations. It comprehends classroom instruction and a broad range of faculty-student relationships. The following are among the traits valued in the teacher: command of subject, familiarity with advances in his field, ability to organize material and to present it with force and logic, capacity to awaken in students an awareness of the relation of his subject to other fields of knowledge, grasp of general objectives, ability to vitalize learning, ability to arouse curiosity toward further and more independent learning, ability to stimulate advanced students to highly creative work, maintaining a sufficiently high standard of achievement, and fairness and judgment in grading. The teacher's personal attributes such as social graciousness and sense of humor are

also important.

The extent and skill of the faculty member's participation in the general guidance and advising of students and his contribution to student welfare are of importance in the appraisal of the teacher's value to the University.

2. Scholarship and Creative Work

a. Research and Publication. In most of the fields represented in the program of the University publications in media of quality are expected as evidence of scholarly interest. Quality of production is more important than quantity. Each of the following is valued according to its quality and significance: scholarly books, textbooks, reviews, reports, articles in scholarly and professional journals, and participation in projects of scholarly interest.

b. Works of Art. In certain fields such as art, music and literature, distinguished creation receives consideration equivalent to distinction attained in research. Public recognition as reflected in professional awards; the assignment of unusual tasks and commissions; the acceptance of the faculty member's work in permanent collections or its publication in leading professional journals; invitations to participate in significant exhibits; and any other public honor on the local, national, or international scene are valued.

c. Professional Recognition. Demonstrated professional distinction is recognized as a criterion for promotion. In certain areas as music, drama and speech, distinguished performance is considered. The faculty member's record is scrutinized for evidence of achievement, leadership, and the development of new ideas.

3. Services Within and Outside the University.

Since the faculty plays an important role in the formulation of University policies and in the administration of the University, recognition is given to faculty members who prove themselves to be able administrators and who participate effectively and imaginatively in faculty government and the formulation of departmental, college and University policies. Services by members of the faculty to the community, the state and the nation are likewise valued. Services leading to the advancement of a profession, as for example, participation in professional organizations and editorial work on professional publications, are also considered worthy of recognition.

II. Criteria for Promotion to the Various Ranks

Promotion to assistant professor usually is based on the faculty member's having attained his doctor's degree or having done equivalent advanced or creative work, having had successful experience as a teacher and having shown intellectual and scholarly promise.

Promotion to associate professor is based on (a) possession of the doctor's degree or equivalent professional experience in areas where the doctor's degree is not normally expected, (b) the candidate's continued growth as a teacher and scholar and (c) his successful assumption of departmental and University responsibilities. Frequently, a major consideration is the faculty member's capacity for advanced and graduate teaching that has developed from his own significant contributions to knowledge and his promise of continuing independent research. Promotion to this rank for other reasons rests upon proven abilities and

exceptional accomplishments.

Promotion to professor is based on scholarly and professional achievement beyond that required for the associate professorship. In scholarship, the candidate should have achieved professional recognition in his field. In academic, administrative and professional services, he should have contributed markedly to the advancement of the University.

III. Procedure for Promotions

Recommendations for promotion in rank normally originate with the Chairman (or director) after consultation with those of the highest rank in the department or with the appropriate faculty vehicle of the department. The chairman will request those believed to be worthy of consideration to submit a full and complete record of accomplishment to date, together with such evaluation of the significance of these accomplishments as the candidate may wish to make. This, along with the judgment of those of the highest rank, will guide, but not determine, the chairman's recommendation to the Dean. In making his recommendations, the chairman shall indicate the degree of concurrence on the part of those consulted and list their names. In turn, the Dean will in each case request those who have been consulted to file a confidential evaluation form on the nominee. After receiving and reviewing these evaluations, the Dean will submit them, accompanied by his recommendations, to the Council of Deans, which serves as the coordinating body for the University. The Council of Deans makes final recommendations to the President.

A Dean may himself originate motions for advancement. An individual faculty member may, if he feels that his case is being overlooked, submit his credentials directly to the Dean, and any

member of the highest rank in the department may also make nominations directly to the Dean. In all such cases, the Dean will request the usual departmental evaluations as well as judgments from other suitable persons, before making his recommendations to the Council of Deans

Any faculty member who believes that his procedural rights under this system have been denied may present his complaint to the Personnel Committee of the Faculty Senate.

All those who have been formally considered will be informed by the Dean whether they have been promoted or not.

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Temple University Faculty Handbook
(September 1973), pp.17-20.

APPENDIX B

APPOINTMENT AND TENURE

I. Term of Appointment

All full-time members of the faculty with the rank of Professor, Associate Professor, Assistant Professor and Instructor shall be appointed for such terms of office as shall be provided in this statement of policy, subject to the provisions contained herein with respect to the termination of their appointments. All such appointments shall be made by the President of the University who will normally be guided by the recommendations of the appropriate faculty bodies, with the approval of the Board of Trustees, or such other manner as shall be set forth in the by-laws of the University. The precise terms and conditions of every appointment shall be stated in writing and shall be in the possession of both the University and the faculty member before the appointment becomes effective.

II. Tenure Standards

A. With due consideration for accepted standards of academic freedom, and in light of the long term structural academic needs of the departments, a decision to grant tenure shall be based on the judgment that an individual meets the accepted standards for (1) teaching; (2) scholarship, research or creative work; and (3) service within and outside the University appropriate to his rank.

Faculty members who show evidence of outstanding performance

with respect to two of the above standards may be considered for tenure.

B. Contributions to the general evaluation processes regarding tenure shall involve the administration, faculty and students, with the understanding that faculty status and related matters are a primary faculty responsibility.

C. Tenure standards, considerations regarding tenure eligibility and procedures for granting of tenure are matters of importance in their own right and can be considered apart from provisions regarding promotion.

D. The length of service required for eligibility for tenure shall vary to accommodate both the mature professor who already has established himself and the younger person at the beginning of his academic career.

E. All matters related to tenure shall be applicable to the entire University in a manner which preserves the autonomy of the individual college or school in administering them, providing other provisions of this section are duly observed.

III. Tenure Eligibility

A. Professors shall be appointed initially for a term of three years, to be followed either by the granting of tenure as hereinafter stated or by the termination of contract provided, however, that the individual has been given in writing at least one year's notification of the intention to terminate. A decision on tenure may, by mutual consent in writing, arrived at prior to the end of the second year, be delayed until the third year; and, in the event of a negative decision in such a case, a terminal contract for a fourth year will be granted.

Professors who hold tenure in the institution from which they come shall be considered for tenure after one full year of service; and, under exceptional circumstances, such persons may be granted rights of tenure upon initial appointment.

B. Associate Professors shall be appointed initially for a term of three years, to be followed either by the granting of tenure as hereinafter stated or by the termination of contract provided, however, that the individual has been given in writing at least one year's notification of the intention to terminate. A decision on tenure may, by mutual consent in writing, arrived at prior to the end of the second year, be delayed until the third year; and, in the event of a negative decision in such a case, a contract for a fourth and terminal year will be granted.

C. Assistant Professors and Instructors without previous full-time teaching service at a recognized college or university shall be appointed initially for a term of one year and may be reappointed for two additional terms of one year each and then a term or terms not to exceed three years. A series of terms amounting to six years will be followed by either: (1) a termination of contract, provided at least one year's notice of termination has been given in writing; (2) a one-year terminal contract for the seventh year; or (3) tenure as hereinafter stated.

D. Assistant Professors and Instructors with a total previous full-time teaching service of three or more years at other recognized colleges and universities, shall be appointed initially for a term of one year and may be reappointed for three additional terms of one year each. A series of terms amounting to three years will be followed by either: (1) a termination of contract, provided at least one year's notice of termination has

been given in writing; (2) a one-year terminal contract; or (3) tenure as hereinafter stated.

E. Except when on terminal contract, and except where a decision on tenure is delayed until the third year as provided in paragraphs A and B of this Section, Professors and Associate Professors who have held office in the University for three or more years; Assistant Professors and Instructors who have held office in the University for six or more years; or Assistant Professors and Instructors provided for in paragraph D immediately above, who have held office in the University for three or more years, shall have tenure for life, or until retirement under a general retirement plan, or for mental or physical disability, or until the termination of their services in accordance with the provisions hereinafter stated.

F. All full-time faculty members shall be eligible for consideration for tenure. Excluded, in addition to part-time personnel, are all individuals serving on an agreed upon limited period of service such as visiting faculty or faculty serving limited terms related to the consummation of specific research programs. In no case will the service of a faculty member ineligible for tenure exceed seven years. Specifically, the only full-time faculty ranks eligible for tenure consideration shall be Professors, Associate Professors, Assistant Professors and Instructors.

IV. Tenure Procedure

A. Consideration for tenure shall be automatic, appropriate to the rank and years of service of the individual as prescribed above.

B. Consideration for tenure may be initiated at the

appropriate time by any or all of the following five University agencies:

1. The chairman or appropriate committee of the faculty member's department.

2. The Dean of the school or college in which the faculty member serves.

3. Any full professor in the relevant department.

4. The faculty member himself.

5. An appropriate committee of the relevant school or college.

C. Initial consideration of tenure cases shall be at the departmental level through a departmental faculty vehicle to be defined by the tenured members of the department or where there are no tenured faculty by those who are full-time Presidential appointments.

D. Following action by the department, the chairman has these responsibilities:

1. To make an independent recommendation on each tenure case and to communicate this recommendation to the appropriate committee of the department.

2. To inform the individual faculty member of the departmental recommendation.

3. To transmit all of the recommendations of the departmental committee and the chairman to the college level for

consideration.

E. Tenure decisions are next considered by an appropriate college committee having responsibility for tenure matters, where such a committee exists, and by the Dean of the college. Procedures at this level should be established by the individual college.

F. Following consideration at the college level, the Dean has these responsibilities:

1. To make an independent recommendation on each tenure case and to communicate this recommendation to the appropriate committee of the school or college.

2. To inform the individual faculty member of the college recommendation.

3. To transmit all recommendations to the Chairman of the Council of Deans.

G. On receipt of the several recommendations on tenure from the Dean, the Chairman of the Council of Deans shall:

1. Submit recommendations on tenure to the Council of Deans for information only where all preceding recommendations are in agreement.

2. Submit all materials relating to tenure for all cases where there is disagreement among preceding recommendations to the Council of Deans for their advice.

H. In the case of an adverse recommendation the appropriate Dean shall notify the department chairman and faculty member of

the basis for such action.

I. Any of the agencies of the University involved in these tenure procedures may initiate action for review of a tenure recommendation with the Council of Deans.

J. All such recommendations on tenure shall be forwarded by the Chairman of the Council of Deans to the President of the University for transmittal to the Board of Trustees. Rejection of these recommendations by the President or the Board of Trustees should be only for compelling reason, stated in detail to those agencies which made the recommendation.

K. If recommendation for tenure is denied, an appeal on either substantive or procedural grounds may be presented by the faculty member to the Personnel Committee of the Faculty Senate which shall forward its recommendations to the appropriate officers of the University for transmittal to the Faculty Senate and the Board of Trustees.

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1 Temple University Faculty Handbook. (September, 1973), pp. 8-11